

STANDARD OPERATING PROCEDURES

INFORMATION TECHNOLOGY DEPARTMENT

PRIVACY POLICY

COGENCIS INFORMATION SERVICES LIMITED

RELEASE 1.0

Effective Date: October 21, 2020

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1. PURPOSE

This policy is formulated to maintain the privacy of and protect the personal information of individuals ("You") dealing with Cogencis Information Services Limited ("Cogencis") and to explain how Cogencis will collect, use, disclose and store their Personal Information ("PI").

2. APPLICABILITY

This Privacy Policy applies to all PI that Cogencis collects both online and offline through its various products and services, including Cogencis WorkStation, mobile app, website and any new product Cogencis may offer in future, etc. (collectively, referred to as "Services") as also through any Subscription Forms and long-form customer agreements executed for subscribing to the products.

Personal Data is collected, received, used, disclosed, transferred, and stored when needed to provide Services and for operational and business purposes only.

3. TYPE OF PERSONAL DATA COLLECTED

Personal Data is the data related to an individual. For example: (indicative list and not exhaustive)

Subscriber Organization Name, Address, Phone Number, Email.
End-User First Name
End-User Last Name
End-User Title, Department, Function
End-User Phone Number
End-User Cell phone Number
End-User E Mail Address
End-User Postal Address

4. COLLECTION AND RECEIPT OF PERSONAL DATA

Cogencis may collect and receive personal data in a variety of ways:

- At the time of registration for a trial period,
- At the time of login and use of Cogencis WorkStation or the mobile app,
- At the time of executing a Subscription Form (Order Form),
- At the time of executing a long-form customer agreement,
- At the time of providing training to new or existing End-Users or while updating its database.

Cogencis servers automatically collect certain information in an application log to help administer and protect the Services, troubleshoot technical issues and improve users' experience. The information collected includes:

³/₄ For Cogencis WorkStation: Username, Password, User Group Port, IP Address, WorkStation version, System name/phone name, MAC address, Operating System, Last Login date.

³/₄ For CogMobile: Cogencis User name, User Group, User Country, email address in case user makes price alerts and decides to receive a notification email, User IP.

5. USAGE OF PERSONAL DATA

Personal Data will be used by Cogencis in accordance with applicable terms in the Subscription

Form/Customer Agreement to facilitate End-Users' use of Services and as required by applicable

law.

Cogencis will use Personal Data:

¾ To conduct sales/account management and contract process; ¾ To provide requested offers on Services;

¾ To deliver services in accordance with Subscription Forms/Customer Agreements; ¾ To enable users to access and use the Services;

¾ To offer technical and other support to users of Services;

¾ As required by applicable law, legal process or regulation, or other legal obligations imposed

by public authorities;

¾ To provide information about launches of new services or products;

¾ To communicate with Customers/Trial Users by responding to requests, comments and

questions;

¾ To send emails and other communications. Cogencis may send service related, technical and

other administrative emails, messages and other types of communications. Any changes in

our Services and important Services-related notices will also be communicated by Cogencis.

These communications are considered part of the Services without an option to opt out;

¾ To process orders, invoicing, payments and other financial follow-up;

¾ To investigate and help prevent security issues and misuse of data or software from vendors

(including exchanges and third-party data, news, or software providers);

6. DISCLOSURE OF PERSONAL DATA

(i) To stock exchanges / third party data suppliers

In order to provide the Products and Services to Customers/Trial users, Cogencis receives

content from third parties and stock exchanges. Such exchanges, vendors of market data

or other third party content providers may require Cogencis to disclose certain information

about its customers/trial users, details of the Services etc., for compliance and invoicing

reasons.

(ii) In the event of ownership or management change

If Cogencis engages in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of Cogencis's assets or stock, financing, public offering of securities, acquisition of all or a portion of its business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g. due diligence), some or all Personal Data may be shared or transferred, subject to standard confidentiality arrangements that recipients of the data have to execute including restrictions on the use of such data.

(iii) To comply with laws

If Cogencis receives a request for information, it may disclose Personal Data if there

is reasonable cause to believe that such disclosure is in accordance with or required by any applicable law, regulation or legal process.

- (iv) To enforce rights, prevent fraud and for safety
To protect and defend the rights, property or safety of Cogencis or third parties, including enforcing contracts or policies, or in connection with investigating and preventing fraud or security issues.

7. RETENTION OF YOUR PERSONAL INFORMATION

In accordance with applicable laws, Cogencis will use your PI for as long as necessary to satisfy the requirements/obligations under the Subscription Forms/Customer Agreements and/or agreements with stock exchanges/third party data suppliers or software providers or to comply with applicable legal requirements.

8. SECURITY

Cogencis takes security of data very seriously. Cogencis works hard to protect the Personal Data that you provide, from loss, misuse, and unauthorized access or disclosure. The transmission of information via the Internet is, unfortunately, not completely secure and although Cogencis does its best to protect your Personal Information, Cogencis cannot guarantee the security of the data during transmission through our websites/apps.

Who can access your PI?

Your data will be accessed by authorized personnel only on a need to know basis depending on the purpose for which your PI is collected (e.g. by sales managers/account managers, subscription/support team, accounts team etc.).

It is important that you also play a role in keeping your PI safe and secure. When accessing any Cogencis product/service, never reveal your assigned credentials to anyone else. You are responsible for keeping the credentials confidential and not allow any unauthorized access to the Cogencis Workstation or such other Services.

9. RIGHT TO REVIEW

You/subscriber organization may send a request to subscriptions@cogencis.com in case you wish to review the information provided by you and inform us of any addition/modification/correction to the same. We process information provided by you on an as is basis only and have no responsibility pertaining to the authenticity of your PI.

10. CHANGES TO THIS PRIVACY POLICY

Cogencis may change this Privacy Policy from time to time. Laws, regulations and industry standards evolve, which may make such changes necessary, or we may make changes to our business that affects our processing of Personal Data. Cogencis will post the amended policy and encourage you to review our Privacy Policy from time to time to stay informed. If you disagree with the changes to this Privacy Policy, both you and we reserve the right to deactivate your subscription.

11. GRIEVANCE REDRESSAL

For any discrepancies and grievances in relation to processing of your Personal Data, please reach out to us at subscriptions@cogencis.com.